



TOWN OF ESTES PARK

Parks Advisory Board Agenda

May 8th, 2015
11:00 AM – 12:00 PM
Engineering Conference Room
Estes Park Town Hall
170 MacGregor Ave

Current Members:

Ronna Boles
Celine Lebeau
Dewain Lockwood

Merle Moore
Chris Reed
Terry Rustin

Approval of April Minutes

Chair Celine Lebeau

Arbor Day 2015 update

Chair Celine Lebeau

Public Art Policy

Parks Supervisor Brian Berg

- Discussion and vote
on final Draft #8

Other Business

Adjourn

RECORD OF PROCEEDINGS

Town of Estes Park, Larimer County, Colorado, April 24th, 2015

Minutes of a Regular meeting of the Parks Advisory Board of the Town of Estes Park, Larimer County, Colorado. Meeting held in the Town Hall Rooms 202 & 203, in said Town of Estes Park on the 24th day of April, 2015.

Present: Merle Moore
Ronna Boles
Celine Lebeau
Dewain Lockwood

Also Present: Greg Muhonen, Public Works Director
Kevin McEachern, Public Works Operations Manager
Brian Berg, Parks Division Supervisor
Jen Imber, Public Works Administrative Assistant
Bob Holcomb, Town Board Trustee

Absent: Chris Reed
Terry Rustin

Chair Lebeau called the meeting to order at 11:04 a.m.

GENERAL BUSINESS

It was moved and seconded (Lockwood/Moore) to approve the March 20th meeting minutes and the motion passed unanimously.

Since the normal PAB meeting time in May falls on the date of the Arbor Day Celebration at the elementary school, members decided to move the May meeting forward to the 8th instead of the 15th. The meeting will take place on that date from 11am in the Engineering Conference Room.

Ronna Boles suggested a "Life Tree" or something along those lines at the school in memory of the students who have passed away recently. Brian Berg indicated the Town would donate a tree if the school was supportive, with the school responsible for obtaining a plaque. Ronna will talk to the school superintendent about the tree donation.

ARBOR DAY 2015

Chair Lebeau and Ronna Boles have been working on Arbor Day materials. Water bottles have been ordered and a portion of the books have been delivered, with plaques installed on the covers. Art contest entries have been received but have not been narrowed down, so an email vote will be taken to determine winners. Pencils and temporary tattoos will be ordered in addition to the water bottles for prizes. Ronna worked to develop artwork to be placed on the water bottles with the slogan of "plant, grow, breathe" printed on them. The event schedule will be finalized and invitations and

RECORD OF PROCEEDINGS

Parks Advisory Board – April 24th, 2015 – Page 2

a news release sent out in the next week. The Mayor will proclaim May the “Month of the Tree” at the April 28th Town Board meeting.

PUBLIC ART POLICY AND ORDINANCE

Merle Moore addressed the attorney comments to the public art policy. Brian Berg explained that issues came to light when the policy was reviewed by the Town attorney and Administration had concerns about the policy becoming an ordinance versus a policy, especially the funding portion of the program. The issues are administrative and program format more so than substance. Administration is not keen to revise municipal code and make the program an ordinance and would prefer to see it adopted as a Town policy. Director Muhonen suggested some quick changes to bring the current document in line with what Administration is looking for in the “funds for works of art” section, with maintenance and capital being addressed through line items in the Parks budget. The concern is obligating the Town Board to fund money each year for art work. PAB members argued that the ordinance did not obligate the Board to a certain dollar amount, only that a budget proposal would be brought forward by PAB and requested of the Town Board.

Merle feels an ordinance is more concrete and a policy is not as solid. Ronna questioned whether an ordinance or a policy gives PAB more authority in case of backlash or public criticism. Celine expressed concern that Town was committing to an art program and art in town, but the policy doesn't ensure maintenance funds even for existing art. Merle countered that the Town has demonstrated commitment to maintenance by funding it each year so far. Merle held that every other town's program that was referred to as an example in creating Estes Park's program is tied to an ordinance, so Estes Park would be taking a very different approach. PAB would like Merle to sit down with Administrator Lancaster and Director Muhonen to further discuss the program. The timeframe on getting the final draft to the Town Board would be need to be pushed back a bit, with PAB continuing discussion and voting on the final draft at the May 8th meeting and taking it to the Town Board in May.

With no other business to discuss, a motion was made and seconded (Lockwood/Boles) to adjourn the meeting at 12:05 pm, with all voting in favor.

ARBOR DAY PROGRAM

May 15, 2015
Estes Park Elementary School

Sponsored by the Town of Estes
and the Town of Estes Park-Parks Advisory Board

Participants: Elementary School Students , EP Mayor and Town Officials, Parks Advisory Board, Colorado State Forest Service, Rocky Mountain National Park, John Bryant (Elementary School Principal), School Board, and district officials and teachers.

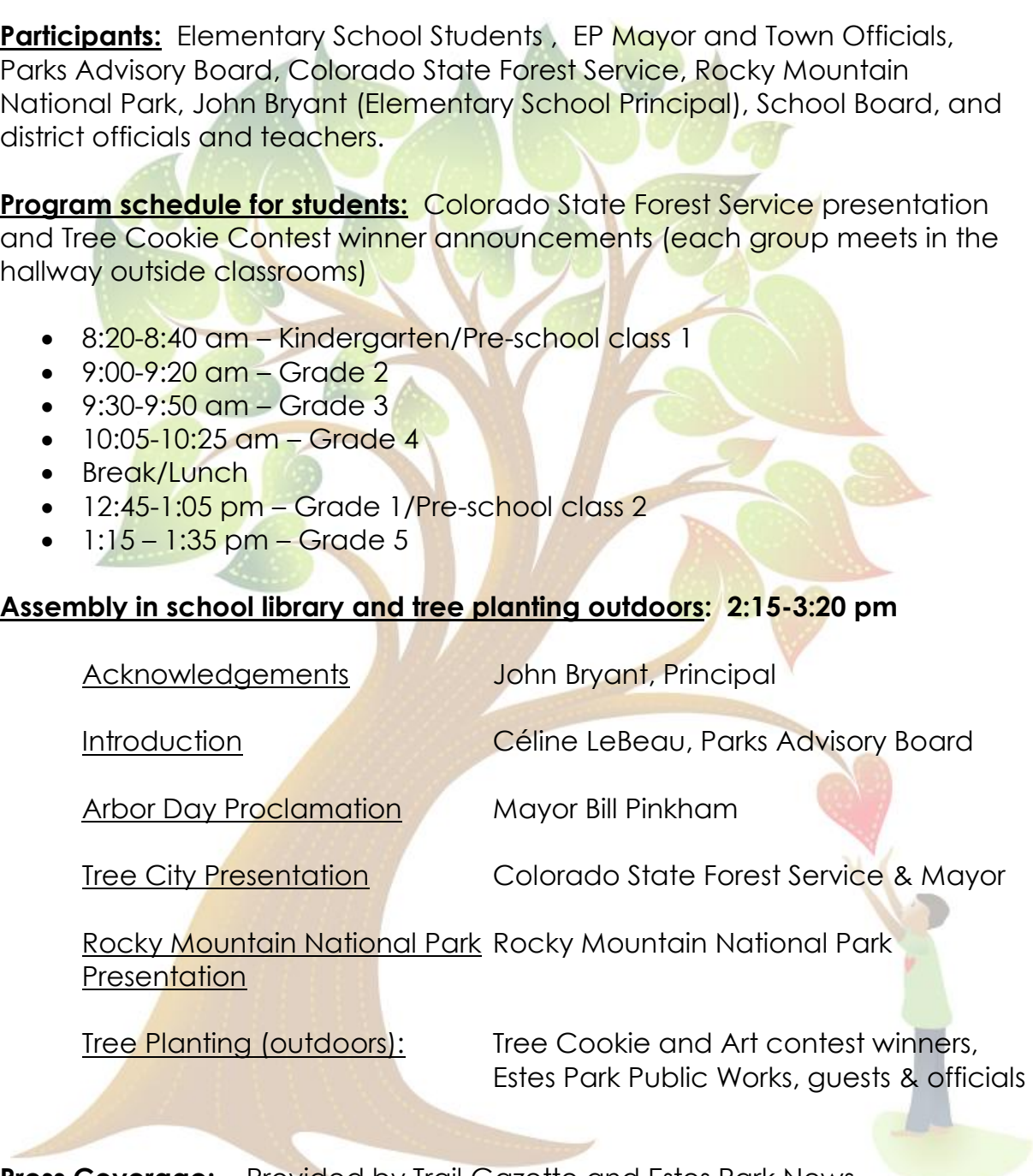
Program schedule for students: Colorado State Forest Service presentation and Tree Cookie Contest winner announcements (each group meets in the hallway outside classrooms)

- 8:20-8:40 am – Kindergarten/Pre-school class 1
- 9:00-9:20 am – Grade 2
- 9:30-9:50 am – Grade 3
- 10:05-10:25 am – Grade 4
- Break/Lunch
- 12:45-1:05 pm – Grade 1/Pre-school class 2
- 1:15 – 1:35 pm – Grade 5

Assembly in school library and tree planting outdoors: 2:15-3:20 pm

<u>Acknowledgements</u>	John Bryant, Principal
<u>Introduction</u>	Céline LeBeau, Parks Advisory Board
<u>Arbor Day Proclamation</u>	Mayor Bill Pinkham
<u>Tree City Presentation</u>	Colorado State Forest Service & Mayor
<u>Rocky Mountain National Park Presentation</u>	Rocky Mountain National Park
<u>Tree Planting (outdoors):</u>	Tree Cookie and Art contest winners, Estes Park Public Works, guests & officials

Press Coverage: Provided by Trail Gazette and Estes Park News





Memo

To: Honorable Mayor Pinkham
Board of Trustees
Town Administrator Lancaster

From: Parks Advisory Board
Greg Muhonen PE, Public Works Director

Date: May 12, 2015

RE: Ordinance #08-15 Art in Public Places

Objective:

Creation of an ordinance and policy to establish procedures and criteria for adding works of art to the Town of Estes Park public art collection.

Present Situation:

The Town of Estes Park Board of Trustees established a 2015 Objective to develop and adopt a policy for accepting public art, memorials, and donations. The proposed Ordinance and Policy are needed to guide decision-making associated with the selection, acquisition, purchase, commissioning, placement, installation, and maintenance of public works of art. The new citizen Parks Advisory Board (PAB), established in May of 2014, has established this proposed Art in Public Places (AIPP) Ordinance and Policy for the Town of Estes Park Board of Trustees to review and adopt.

Proposal:

The attached Art in Public Places Ordinance #08-15 and Public Works Policy #880 are offered to the Town of Estes Park Board of Trustees for review and adoption. The goal is to establish an AIPP program.

Advantages:

- The proposed AIPP Ordinance and Policy provides consistent and clear guidance for individuals desiring to donate art to the Town of Estes Park.
- The program facilitates the expansion of the Town art collection which weaves public art into the everyday experience of our community and creates lasting impressions to those who experience it.
- Public art enhances our public spaces, compliments our award winning seasonal floral displays, and makes Estes Park a visitor destination, not only for its natural beauty, but also for its vibrant arts scene.

- Publicly displayed art creates a sense of place and provides a unique town identity.
- Public art offers educational opportunities.

Disadvantages:

- Additional art pieces in the collection require additional funding for purchase, installation, and maintenance.

Action Recommended:

Parks Advisory Board and Town Staff recommend the Art in Public Places Ordinance #08-15 be adopted by the Board of Trustees at the May 12, 2015 Town Board meeting. A statement of support from the Board of Trustees for Public Works Policy #880 is also requested.

Budget:

No budget action is requested at this time. Historically the Board has approved \$5000 each year for the maintenance of our art collection (account line item Maintenance Contracts / 101-5200-452-2501 / maintenance and cleaning sculptures). The PAB desires to request additional funds each year for the purchase and installation of new works of art. This will be addressed during the annual budget process.

Added budget would be decided by the board of Trustees for purchase, cost of placing, and added maintenance.

Level of Public Interest

Medium. The addition and placement of public works of art is of high interest to members of the arts community.

Sample Motion:

I move for the **approval/denial** of the Art in Public Places Ordinance #08-15.

Attachments:

Ordinance #08-15 Art in Public Places
Public Works Policy #880 Art in Public Places

ORDINANCE NO. 08-15

AN ORDINANCE FOR ART IN PUBLIC PLACES

WHEREAS, the Board of Trustees has determined the need for an Art in Public Places Ordinance and Policy; and

WHEREAS, the Ordinance and Public Works Policy #880 address issues and processes including selection, acquisition, purchase, commissioning, placement, installation, and maintenance of public works of art; and

WHEREAS, the Bylaws of the Parks Advisory Board (PAB) assign responsibility to the PAB for the establishment and implementation of a Public Art Policy.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF ESTES PARK, COLORADO as follows:

SECTION 1: The Municipal Code of the Town of Estes Park is hereby amended with the addition of the following chapter, 12.30 Art in Public Places

Sec. 12.30.010 Purpose

The purpose of this chapter is to establish an Art In Public Places (AIPP) program under the auspices of the Parks Advisory Board (PAB) of the Town of Estes Park; to provide a means to fund the acquisition of works of art by the Town which shall become the Town's collection; to provide a means to select works of art for the collection; to provide for the display of the collection, to provide criteria for the acceptance of donated art for public display; and to provide for the maintenance and repair of the works of art in the collection.

Sec. 12.30.020 Funds for works of art

The Town Board may allocate in its annual General Fund Budget, funds for an Art In Public Places program. The funds shall be placed in the Public Works Parks Division maintenance and capital accounts for the AIPP program. Funds in the AIPP accounts may come from the Town's annual Budget, grants and donations. All funds designated or donated for acquisition of works of art shall be paid into the specified maintenance or capital accounts. Any excess or unexpended funds in the AIPP accounts shall carry forward in the accounts at the end of each fiscal year. Funds deposited in the AIPP accounts may only be expended for the acquisition, installation, maintenance and repair of works of art, costs associated with de-accessioning works of art, and expenses of administration of the AIPP program.

Sec. 12.30.030 Administration

Responsibility for administration of the AIPP program shall rest with the Public Works Department with advice from the PAB and curatorial support from a Curatorial Support Services Provider. The PAB shall establish and from time-to-time amend, with Town Board approval, criteria and guidelines governing the selection, acquisition including donations, purchase, acceptance, commissioning, placement, installation, maintenance and de-accessioning of works of art. Final decisions about the acquisition of artwork, and site selection for that artwork rests with the Town's Board of Trustees or their designees. The recommendations of the PAB shall be considered by the Board of Trustees in making those decisions.

Sec. 12.30.040 Ownership

All permanent works of art acquired pursuant to this ordinance, with the exception of art loaned to the town, shall be acquired in the name of, and title shall be held by, the Town of Estes Park.

Sec. 12.30.050 Exemptions

The following are exempt from the provisions of this ordinance:

- A. All works of art in the collections of, or under the auspices of, the Estes Valley Public Library and The Estes Park Museum.
- B. All works of art that are the private, personal property of any Town employee and that are displayed in Town offices or other areas of Town-owned facilities that are not generally frequented by the public.

SECTION 2: This Ordinance shall take effect and be enforced thirty (30) days after its adoption and publication.

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF ESTES PARK, COLORADO, THIS _____ DAY OF _____, 2015.

TOWN OF ESTES PARK

By: _____
Mayor

ATTEST:

Town Clerk

I hereby certify that the above Ordinance was introduced and read at a meeting of the Board of Trustees on the _____ day of _____, 2015, and published in a newspaper of general circulation in the Town of Estes Park, Colorado on the _____ day of _____, 2015.

Town Clerk

Effective Period:
Review Schedule:
Effective Date:
References:



PUBLIC WORKS 880

Art in Public Places

1. PURPOSE

These Guidelines for an *Art In Public Places* (AIPP) program of the Town of Estes Park (Town), were developed by the Estes Park Parks Advisory Board (PAB) at the request of the Town Board of Trustees. The Guidelines describe a process and criteria to be used to evaluate potential public works of art and projects. The guidelines also detail the administration of the *Art In Public Places* program. All Art In Public Places must conform to and be consistent with all Town codes and regulations.

Following is a definition of public art as it applies to the Estes Park program.

In its broadest sense, public art is any original creation of visual art that is:

- Acquired with public monies,
- Acquired with a combination of public/private funding,
- Acquired by donation or on loan to the Town's Art In Public Places program or
- Privately sponsored artwork that is located on publically owned land.

Examples of public art include, but are not limited to:

- Sculpture of any form and in any material or combination of materials to include statues, monuments, fountains, arches, or other structures intended for ornamentation or commemoration;
- Paintings of all media, including both portable and permanently affixed works such as frescoes and murals;
- Crafts and folk art works in clay, fiber, textiles, glass, wood, metal, mosaics, plastics and other materials;
- Kinetic and/or interactive sculptures;
- Site-integrated artwork created by landscape designers and artists which may include landscapes and earth-works, integration of natural and human-made materials, and other functional art pieces. Examples of site-integrated works may include building features, paving materials, gates, and street furniture.

The AIPP program enriches our community through public exposure to the arts. The program is achieved through a collaboration between the Town and Estes Park residents, guests, businesses, organizations (Cultural Arts Council of Estes Park, Art

Center of Estes Park), and Estes Park K-12 school programs, to develop a diverse art collection that creates a sense of place, provides a unique town identity, offers educational opportunities and serves as an economic driver.

The AIPP program weaves public art into the everyday experience of our community and creates lasting impressions on those who experience it. It enhances our public spaces, compliments our award winning seasonal floral displays, and makes Estes Park a visitor destination, not only for its natural beauty, but also for its vibrant arts scene.

2. POLICY

Town Ordinance _____ (#)_____ establishes the *Art In Public Places* program under the auspices of the Parks Advisory Board of the Town of Estes Park

TABLE OF CONTENTS

1. PURPOSE	1
2. POLICY	2
3. PROCEDURE	5
a. ADMINISTRATION AND CURATORIAL SUPPORT	5
i. Parks Advisory Board (PAB)	5
ii. Curatorial Support Services Provider	5
b. GUIDELINES	5
c. FUNDS FOR WORKS OF ART	6
i. Reserve Account Established	6
d. DEFINITIONS	7
e. SELECTING WORKS OF ART	8
i. Direct Purchase	8
ii. Open Competitions	9
f. DISPLAY OF ART IN PUBLIC SPACES	10
g. OWNERSHIP OF WORKS OF ART	10
i. Exemptions Of Ownership Of Works of Art	10
h. ACQUISITION OF WORKS OF ART	11
i. TEMPORARY PUBLIC WORKS OF ART	11
j. ARTIST SELECTION CRITERIA	12
k. SITE SELECTION FOR WORKS OF ART	12
i. Display Standards	12
ii. Town Department Input	13
l. POST-SELECTION PROCESS	13
i. Contracts	14
m. DONATING A WORK OF ART	14
i. Background And Definitions	14
ii. Process For Consideration	14
iii. Review Considerations	15
n. DE-ACCESSIONING A WORK OF ART	15
i. Basis For De-Accessioning	15
ii. Process/Disposition	16
o. MAINTENANCE GUIDELINES FOR WORKS OF ART	16
i. Goal	16
ii. Definitions	16
iii. Process	17
iv. Implementation	19
p. PLACEMENT OF WORKS OF ART IN THE PUBLIC RIGHT OF WAY (ROW)	19
i. Goal	19
ii. Installations Adjoining The ROW	20
iii. Installations Within The ROW	20

APPENDIX 1 - FORMS..... 23
a. Contract for Commission of Artwork 23
b. Artwork Donation Form 30
c. Artwork Loan Agreement..... 32
d. Request for Proposals..... 34
e. Curatorial Support Services Provider Agreement..... 37

3. PROCEDURE

a. ADMINISTRATION AND CURATORIAL SUPPORT

i. Parks Advisory Board (PAB)

Administration of the AIPP program shall rest with the Public Works Department with advice from the PAB and curatorial support from a Curatorial Support Services Provider. The PAB shall consist of citizens living in the Estes Valley for at least 2 years and having experience with trees, weeds, public art, trails or park design. There shall be 7 members, appointed by the Town Board, who shall serve without compensation.

The PAB shall establish and amend, with Town Board approval, criteria and guidelines governing the selection, acquisition (including donations), purchase, commissioning, placement, installation, and maintenance of public works of art. Final decisions about the acquisition of artwork and site selection for that artwork rests with the Town Board of Trustees or their designees. The recommendations of the PAB shall be considered by the Board of Trustees in making those decisions.

Recommendations for selection and placement of works of art shall be prepared in consultation with representatives of the Town department having responsibility for maintenance of the work of art. Following placement or installation, maintenance and repair of works of art shall be the responsibility of the Town department having possession of the work(s), with the advice and guidance of the PAB. Any proposed works of art requiring extraordinary operation or maintenance expenses shall receive prior approval of the department head responsible for such operation or maintenance.

ii. Curatorial Support Services Provider

A representative of the curatorial support services provider shall serve as an ex-officio and nonvoting member of the PAB. The role of the curatorial support services provider shall be to perform such duties as set forth in these guidelines as they pertain to the Town's *Art In Public Places* program. (see "Exhibit E" in the Appendix)

The curatorial support services provider shall maintain a detailed record of all art in public places, including, but not limited to, accession numbers, site drawings, photographs, designs, names of artists, and names of architects whenever feasible. The curatorial support services provider shall be reimbursed for actual expenses incurred as expenses of curatorial support, subject to Town approval.

b. GUIDELINES

The Parks Advisory Board shall adopt guidelines:

1. To identify suitable works of art for the Town collection.
2. To facilitate the preservation of works of art that may be displayed in public places.
3. To prescribe a method or methods for competitive selection of works of art for display.
4. To prescribe procedures for the selection, acquisition (including the acceptance of donated works of art), and display of works of art in public places.
5. To set forth any other matter appropriate to the administration of the AIPP program.

c. FUNDS FOR WORKS OF ART

1. The Town Board may allocate in its annual Budget, funds for an Art In Public Places program. The funds placed in the accounts for the AIPP program may be expended as defined in these guidelines under “Reserve Account Established” below.
2. Patrons may donate a piece of art to the Town of Estes Park for the AIPP program. In accepting a donation, the Town may, at its discretion, accept responsibility for funding the transport, site preparation and installation of the piece.
3. Patrons may donate funds for the acquisition of a piece of art for the AIPP program. In accepting the donation, the Town will allocate a portion of the donation for transport, site preparation and installation of the piece. The fund shall be placed in the reserve account for the AIPP program and may be expended as defined in these guidelines under “Reserve Account Established” below.
4. An artist may donate a piece of art to the Town for the AIPP program. In accepting the donation, the Town may, at its discretion, accept responsibility for funding the transport, site preparation and installation of the piece.

i. Reserve Account Established

Maintenance and capital accounts for the *Art In Public Places* program have been established within the Public Works Parks Division annual budget. Funds deposited in the AIPP accounts may only be expended for the acquisition, installation, maintenance and repair of works of art, costs associated with de-accessioning works of art, and expenses of administration of the AIPP program. Funds in the AIPP accounts may come from the Town’s annual Budget, grants and donations. All funds set aside or donated for works of art shall be paid into these accounts. Any excess or unexpended funds in the AIPP reserve account shall carry forward in this account at the end of each fiscal year. Any funds

generated from the de-accessioning of any works of art shall remain in the reserve account.

d. DEFINITIONS

- “Art In Public Places” means any visual work of art displayed for two weeks or more in an open town-owned area, on the exterior of any Town-owned facility, inside any Town-owned facility in areas designated as public areas, or on non-Town property if the work of art is installed or financed, either wholly or in part, with Town funds or grants procured by the Town.
- “Town Board” means those elected officials serving as Trustees of the Town.
- “Parks Advisory Board” (PAB), means that Board created in Section _____ # _____ of the Municipal Code.
- “Reserve account” means the AIPP reserve account defined by these guidelines. The AIPP reserve account shall be used for acquiring or funding: works deemed, by the PAB, to be appropriate for the Town’s collection.
- “Patron” means a person who gives financial or other support to an organization, cause or activity.
- “Work of art” means all forms of original creations of visual art, including but not be limited to:
 - Paintings of all media, including both portable and permanently affixed works such as frescoes and murals;
 - Sculpture of any form and in any material or combination of materials. This includes statues, monuments, fountains, arches, or other structures intended for ornamentation or commemoration;
 - Crafts and folk art works in clay, fiber, textiles, glass, wood, metal, mosaics, plastics, and other materials;
 - Kinetic and/or interactive sculptures; or
 - Site-integrated artwork created by landscape designers and artists which includes landscapes and earth-works, integration of natural and human made materials, and other functional art pieces. Site-integrated works may include building features, gates, street furniture, and paving materials.
 - “Site” refers to a specific location being considered for or currently displaying a work of art.
 - “Project” means an existing plan or proposal where installation of a work of art may be under consideration.
 - “Mass Produced” means a work of art that has been reproduced for mass distribution.
 - “Curatorial Support Services Provider” means that entity or organization selected by the Town to provide, subject to annual budgetary limits approved by the Town Board of Trustees, on-going, permanent documentation of the Town public art collection. They may also provide recommendations for installation and maintenance of the various types of art in the collection.

- “Mural” means any work of visual art painted or applied directly on a wall, ceiling or other large permanent surface
- “Guidelines” means that document prepared, and periodically reviewed
- and updated by The Parks Advisory Board and approved by the Town Board.

e. SELECTING WORKS OF ART

In performing its duties with respect to AIPP program, the Town will strive to integrate the creative work of artists into public projects to thereby increase our residents’ and visitors’ experience and improve the economic vitality of the Town through the enhancement of public spaces in general and the pedestrian landscape in particular. In doing so, special attention will be given to the following.

- A. Conceptual compatibility of the design with the immediate environment of the site.
- B. Appropriateness of the design to the function of the site.
- C. Compatibility of the design and location with a unified design character or historical character of the site.
- D. Creation of an internal sense of order and desirable environment for the general community by the design and location of the work of art.
- E. Preservation and integration of natural features of the site.
- F. Appropriateness of the materials, textures, colors and design to the expression of the design concept.
- G. Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to insure a variety of style, design and media throughout the community.
- H. Ongoing maintenance expenses of the work of art.
- I. Safety and risk impacts to the Town, guests and general public associated with the work of art. (approval of the Town Risk Manager and CIRSA required prior to acceptance or installation of any work of art)

Selection of a work of art may be Town or otherwise initiated. These guidelines apply in both instances. Additional guidelines apply to donations of works of art and they may be found in other sections of this document.

i. Direct Purchase

The Town may purchase existing artwork from an artist/owner in unique circumstances (e.g. when the price presents an economic advantage) or to meet one of the AIPP program goals. The PAB, with Town approval, may approach an artist or an artist may approach the PAB.

Artists who have a finished work of art that they wish the Town to consider for purchase should submit the following to the PAB:

1. A proposal sheet with the artist's name, title of the artwork, dimensions, medium, date produced, price, location, number of reproductions, restrictions on reproduction, and other information the artist deems pertinent.
2. A resume and references.
3. A maquette and/or images or the actual work for review. (Images may be provided electronically or by hard copy and should show all sides, providing the proper scale of the work).
4. A cover letter explaining why the work should be added to the Town's public art collection.
5. A conservation assessment describing the artwork's condition, along with a maintenance plan. (The plan should include an explanation of the expected life span of the work while placed in a public environment, specifying the type of environment in which the artwork may be placed. It should also discuss whether the artwork may be prone to vandalism and how the effects of any vandalism may be mitigated; it should be authored by a qualified conservator or the artist.)
6. The PAB and/or the Town may request additional information.

The PAB typically reviews direct purchases of works of art twice per calendar year; however, exceptions may be made if deemed appropriate by a majority of the PAB members.

ii. Open Competitions

Competitions are open to artists within the geographic limits and other specifications set by the Town (which varies from competition to competition). The Town strives to maintain balance between competitions involving local artists only and artists from a larger area. The Town process for typical competitions is as follows.

1. The Town provides a project description, budget, time schedule, and summary of duties and obligations.
2. The artist shall provide a maquette and site drawing (if appropriate), design, concept statement, recommended installation and maintenance requirements, budget, photographs, resume and references.
3. Proposals shall be considered by the jury, and a final choice or choices will be presented to the Town for acceptance. Jury composition varies and is determined by the PAB, but juries typically include representative(s) from the designated site and the PAB.
4. Entry materials will be returned to the artist only if requested and appropriate packaging, postage and insurance are included with the entry by the artist.

The Parks Advisory Board recognizes that works of art often significantly alter public places, becoming a new, major presence in the environment. In recent decades, visual art has rapidly evolved and diversified, creating at times a gap

between visual art and its appreciation by the general public. The AIPP program shall endeavor to bridge this gap, by broadening community awareness of the issues involved in visual art and its historical context, and encouraging informed debate among all segments of the community.

f. DISPLAY OF ART IN PUBLIC SPACES

- A. Works of art selected and implemented pursuant to the provisions of this chapter may be 1) placed in, on or about any public place or, 2) by agreement with the owner thereof, placed on any private property with substantial public exposure in and around the town. Works of art owned by the Town may also be 3) loaned for exhibition elsewhere, upon such terms and conditions as deemed necessary by the PAB.
- B. All art in public places shall receive the prior review and approval of the Town Board. None shall be removed, altered or changed without the prior review and approval of the Town Board, unless necessary for repair, temporary relocation or for the safety of the general public.
- C. No work of art financed either wholly or in part with Town funds or with grants procured by the Town shall be installed on privately owned property unless the following condition is met. A written agreement must be prepared and signed between the Town and the owner of the property specifying the proprietary interests in the work of art and specifying other provisions deemed necessary or desirable by the Town attorney. In addition, such written agreement shall specify that the private property owner assures:
 - 1. The installation of the work of art will be done in a manner which will protect the work of art and that takes into consideration public safety;
 - 2. The work of art will be maintained in good condition; and
 - 3. Insurance and indemnification of the Town will be provided as is appropriate.
- D. Installation, maintenance, alteration, refinishing and moving of art in public places shall be done in consultation with the artist whenever feasible.
- E. The Cultural Support Services Provider shall maintain a detailed record of all art in public places, including accession numbers, site drawings, photographs, designs, names of artist, names of architects and correspondence between all parties involved in the creation, acquisition, placement, and display of art work whenever feasible.

g. OWNERSHIP OF WORKS OF ART

All permanent works of art acquired pursuant to these guidelines, with the exception of art loaned to the town, shall be acquired in the name of and title shall be held by the Town of Estes Park.

i. Exemptions Of Ownership Of Works of Art

The following are exempt from the provisions of these guidelines:

- A. All works of art in the collections of, or under the auspices of, the Estes Valley Public Library and The Estes Park Museum.
- B. All works of art that are the private, personal property of any Town employee and that are displayed in Town offices or other areas of Town-owned facilities which are not generally frequented by the public.

h. ACQUISITION OF WORKS OF ART

Public art may be acquired through commissioning a site-specific work (see “Exhibit D” in the Appendix), direct purchase (see “Exhibit A” in the Appendix), or donation of a work of art (see “Exhibit B” in the Appendix).

A commissioned work of public art typically involves selecting an established artist to develop a piece of artwork for an identified location or use. An established artist is an artist who has sold one or more piece(s) of art. If site specific, the artwork must conform to the Town of Estes Park AIPP program regarding the site’s functional context, its architecture, its location, its relationship to the adjacent terrain, and its social context. If a work of art is commissioned for a specific use it must meet the requirements set forth by the AIPP.

The PAB is entrusted to develop criteria for commissioned projects and to site other acquired works. The PAB’s administrative policies, selection and placement criteria are detailed in these Guidelines.

Periodically the Town of Estes Park or the Parks Advisory Board may be offered donations of works of art. Donations are subject to the same policies and criteria of the AIPP program as any other work of art being considered by the Town. The PAB has the discretion, subject to program policies, to recommend to the Town Board either accepting or rejecting any work of art offered to the Town for public art purposes.

i. TEMPORARY PUBLIC WORKS OF ART

The PAB may, at its discretion, recommend to the Town Board sites within the Town of Estes Park as locations for the display of temporary works of art otherwise meeting the criteria detailed in these guidelines. Sites will be selected for their visibility and access to both visitors and residents to the town. The display of temporary art has several goals. They are:

- 1) enriching our community,
- 2) providing exposure to artists working in a variety of media, and
- 3) allowing for the exhibition of a wide variety of works of art that may supplement and enhance the permanent Town art collection.

A selected artwork must exemplify commitment to quality and innovation. A temporary art exhibit may be held with the intention of creating a mutually beneficial

partnership between the Town of Estes Park and artists working both within and outside of the community.

Selected artists will enter into a standard lease agreement with the Town of Estes Park (see “Exhibit C” in the Appendix), for each work of art proposed for exhibition. The length of the lease may be for up to one year. A ten-percent (10%) sales commission is collected by the Town for any temporary work of art that is sold during the exhibition and the funds deposited into the AIPP reserve account.

j. ARTIST SELECTION CRITERIA

When evaluating the possibility of working with a particular artist, the PAB generally considers the following factors.

- The artist’s presentation.
- The ability of the artist to work cooperatively and effectively with stakeholders.
- The technical feasibility of a proposed project and the artist’s technical ability.
- Other factors deemed by the PAB to be important.

k. SITE SELECTION FOR WORKS OF ART

The PAB is charged with recommending to the Town sites for purchased or donated artwork. The PAB generally considers the following criteria in matching an artwork with a display site.

i. Display Standards

1. Conceptual compatibility of the design with the immediate site environment.
2. Appropriateness of the design to the function of the site.
3. Compatibility of the design and location with a unified design character or historical character of the site.
4. Creation of a desirable environment for the general community by the design and location of the work or art.
5. Preservation and integration of natural features of the site.
6. Appropriateness of the materials and design to the expression of the artist’s concept.
7. Representation of a broad variety of tastes within the community and the provisions of a balanced inventory of art in public places to ensure a variety of style, design, and media throughout the community.
8. Visibility and accessibility.
9. Public safety.
10. Car and pedestrian traffic patterns, and other Right of Way considerations.
11. Site conditions/constraints: existing landscaping, site furnishings, water for irrigation, drainage, grading, electrical source for lighting, and other

utility considerations such as depth of existing utilities, access to natural gas hook up, etc.

12. Environmental impacts such as noise, sound, light and odors.
13. Impact on operational functions of the Town such as snow removal, mowing operations, etc.
14. Compatibility with the site function.
15. Susceptibility to vandalism.
16. Costs of site preparation.
17. Existing works of art in/near the site area.
18. Impact on adjacent property owners.
19. Any other criteria deemed by the PAB to be important.

ii. Town Department Input

Whether 1) working to select artwork for a designated site, or 2) selecting a site for an already acquired artwork, the PAB shall solicit input from relevant Town departments. Relevant departments will typically be 1) a department receiving artwork in/on its building/grounds, or 2) a department whose general responsibilities will be materially impacted by the placement of a work of art at a particular site (visual sightline obstruction, mowing or snow removal operations, etc.), 3) town risk management staff.

The PAB will, through the staff liaison to the PAB, contact the director of the relevant department(s) to discuss potential sites and will invite the director to serve on any formal selection committee. The PAB encourages participation by the relevant department director. Selection processes which are determined by the PAB may vary by project. The PAB will ask the director of the relevant department to provide any concerns he or she has about the sites and/or their impact on department operations before a selection process is concluded/finalized.

I. POST-SELECTION PROCESS

Once a site has been selected, an installation plan will be developed by the Town and the host department, with input from the artist, donor, and contractor when appropriate. Following installation, the designated representative(s) of the PAB and the relevant department director will meet to inspect the site and sign off on the finalized project.

At the time of an acquisition, by donation or purchase, the proposed budget for a work of art should include all costs of installation, which may include (1) plinths or other display components; (2) site development, including landscaping and irrigation system installation or modification; and (3) an identification plaque.

i. Contracts

Following final selection of a work of art or artist, a written contract shall be prepared by the Town Attorney. Executed contracts shall be filed with the Town Clerk and a copy placed in the artwork accession file managed by the curatorial support services provider.

m. DONATING A WORK OF ART

i. Background And Definitions

The Town of Estes Park's collection consists in large part of donations from arts organizations and private parties. Needless to say, donations are an important part of the collection. The AIPP program has limited funds for administration, preservation and maintenance of works of art. Likewise, there are a limited number of suitable municipal sites appropriate for the installation of works of art. To ensure the quality of the collection, the PAB uses these guidelines to decide whether a proposed donation is appropriate for addition to the Town's collection. The Town, with advice from the PAB, accepts only those works that will, in its discretion, further the overall goals of the AIPP program.

ii. Process For Consideration

The Town requests that individuals or entities interested in donating a work of art follow these steps.

1. Submit a complete official donation application. This form may be obtained from the Town website or from the Town Clerk.
2. Provide a maquette and/or images or the actual work for review. Images may be provided electronically or by hard copy and should show all sides and the proper scale of the work.
3. Include a cover letter explaining that you are offering the work of art to the Town as a gift and explain why the work should be added to the Town's public art collection.
4. Provide a copy of the artist's resume or biography; information about the artist's significance; and digital images showing a sampling of the artist's work.
5. Provide information about the artwork's provenance, exhibition history, and a current estimate of value. Include a letter of authenticity from the artist, if possible.
6. Provide a conservation assessment describing the condition of the work of art, along with a maintenance plan. The plan should include an explanation of the expected life span of the work of art while placed in a public environment, stipulating the type of environment (interior/exterior) in which the work of art may be placed. The plan should also discuss whether the work of art may be prone to vandalism and how the effects of

any vandalism may be mitigated; it should be authored by a qualified conservator or the artist.

7. The PAB and/or the Town may request additional information.
8. The PAB is unlikely to consider any donation that requires immediate or extensive maintenance.

The PAB typically reviews potential donations of works of art twice per calendar year (in January and July); however, exceptions may be made if deemed appropriate by a majority of the PAB members. After review, the PAB may choose to recommend to the Town to accept or decline or to table an offer.

iii. Review Considerations

In reviewing a potential donation, the PAB typically considers the information requested above, as well as aesthetic quality (including craftsmanship), compatibility with the Town's existing public art collection, and budget (i.e. maintenance requirements and installation costs). The PAB may also consider other factors contained in its acquisition guidelines.

n. DE-ACCESSIONING A WORK OF ART

De-accessioning is a procedure for withdrawing a work of art from the Town of Estes Park's public collection. The PAB is responsible for recommending to the Town Board whether any piece(s) should be de-accessioned.

i. Basis For De-Accessioning

The Town may de-accession an artwork for one or more of the following reasons.

- The artwork endangers public safety.
- The work of art has been determined to be in unsatisfactory condition.
- The work of art lacks a suitable display site.
- The condition or security of the work of art cannot be reasonably guaranteed where located.
- The work of art is attached to a structure slated for destruction, remodeling or repair (so that it is not practical to keep it).
- The work of art is or has become incompatible with the rest of the collection.
- The Town wishes to replace the work of art with a piece of more significance.
- The work of art requires excessive maintenance or it has faults of design or workmanship.
- The work of art is found to be fraudulent or not authentic.
- The Town cannot properly care for or store the work of art.
- For any other reason articulated by the Town, in its discretion.

ii. Process/Disposition

The PAB will review the works of art in the Town's collection at least once every five years to determine whether any piece(s) should be recommended to be de-accessioned. In addition, the Town reserves the right to de-accession a work of art at any time deemed appropriate.

De-accessioning may only be considered during a monthly or a special meeting of the PAB. A majority of PAB members in a quorum must approve de-accessioning for two consecutive votes. After the first vote, a public announcement of the plan to de-accession must be made to permit public input prior to the second vote. Following the second vote, and upon approval of the Town Board, the work of art shall be officially de-accessioned from the Town collection.

Nothing in this section precludes the Town from immediately removing or modifying any piece of art due to safety or maintenance concerns, or temporarily to protect the work of art during any public or private improvements or construction. Any work of art removed by the Town is subject to the de-accession process described in these guidelines, if it cannot be replaced, relocated or repaired.

The PAB may consider the following options for disposition of a de-accessioned artwork.

1. Return to the artist.
2. Sale or trade.
3. Destruction (which shall be reserved for works deteriorated or damaged beyond reasonably-priced repair).
4. Donation.
5. Any option deemed appropriate by the PAB.

o. MAINTENANCE GUIDELINES FOR WORKS OF ART

i. Goal

The goal of the AIPP Maintenance Policy is to properly maintain the Town's collection of publicly owned works of art to ensure Estes Park citizens' long-term enjoyment of the collection. The AIPP Maintenance guidelines spell out the documentation, preservation, and maintenance processes that will support that goal. The AIPP Maintenance guidelines will be implemented on a piece-specific basis that recognizes the value of each work of art in the collection.

ii. Definitions

- A. The term “*Art In Public Places*” refers to any visual work of art displayed for two weeks or more in an open Town-owned area, on the exterior of any Town-owned facility, inside and Town-owned facility in areas designated as public areas, or on non-Town property if the work of art is installed or financed, either wholly or in part, with Town funds or with grants the Town has procured.
- B. The term “work of art” refers to, but is not limited to, a sculpture, monument, mural, fresco, relief, painting, fountain, banner, mosaic, ceramic, weaving, carving, and work of/piece of stained glass. The term “work of art” would not normally include landscaping, architectural ornamentation, or signs.
- C. “Documentation” includes, but is not limited to, periodic condition reports, records of actual maintenance performed and an assessment of those efforts, photographs, artist’s maintenance recommendations, methods and materials, information, potential problems with the work of art, finishes information (e.g., painters name; when, where, what, and how the piece was finished), quality of materials used, installation information, warranties and professional and other knowledgeable opinions regarding preservation and maintenance. The documentation may also include the artist’s resume, artwork history, where the work has been exhibited, and a personal interview with the artist.
- D. “Preservation” includes placement; installation; security; regularly scheduled maintenance and emergency repairs (with consideration to the natural process of aging).
- E. “Maintenance” will be performed according to a scheduled piece-specific plan to clean, repair, and preserve each work of art in the Town’s public collection. A maintenance plan for outdoor works of art placed in landscaped settings may include regular tree/shrub pruning or, when necessary, re-planting to maintain desired sight lines for viewing the work of art. All maintenance plans will include a means to assess the ongoing effectiveness of preservation.

iii. Process

1. *Documentation.* Initial documentation will be provided by at the time an artist/donor submits a work of art for consideration, prior to a piece being accepted into the Town collection. A standardized form, completed by the artist/donor, will be used for this purpose. The PAB, appropriate Town departments (Public Works, Parks Division), outside contractors, service people and experts may be asked to review this documentation. Documentation will reside in the records of the curatorial support services provider and their representative to the PAB will be responsible for creating, keeping and periodically updating the documentation. The PAB will use the projected cost of maintenance as one consideration in its final determination of acceptance and placement. Although documentation and maintenance recommendations alone will not be used to specifically

exclude artwork from the Town collection, the recommendation may play a role in that final determination. The AIPP reserve fund may be used to pay for acquiring critical, missing documentation not obtained at the time of acquisition of a work of art.

2. *Maintenance documentation.* When a work of art is accepted into the Town collection, minimum, “benchmark” level of maintenance and a maintenance schedule will be established for it. The documentation will include a standard for regular maintenance (e.g. timing, type of maintenance) and identify any maintenance issues that may require special attention. Each medium will require knowledgeable people to develop maintenance criteria. In addition, the maintenance criteria may include future historic and aesthetic considerations for each piece. The maintenance documentation may be reviewed and revised as needed.
3. *Inspection and Condition Report.* Upon a schedule recommended by the PAB, the curatorial support services provider will initiate and produce an inspection and condition report. Paid professional condition appraisers/conservators and/or knowledgeable volunteers, craftspeople or industry experts may perform the inspection for each piece. The inspection and condition report will become part of the permanent documentation for the specific work of art and will reside with the curatorial support services provider.
4. *Regular maintenance.* Town Parks Division staff, paid professionals and/or trained and supervised volunteers will perform regular maintenance of works of art based upon the maintenance schedule and condition report for each specific work of art. Maintenance will be performed upon a recommended schedule developed by the PAB in consultation with the representative of the curatorial support services provider each year.
5. *Special Maintenance.* Paid professionals/craftspeople or knowledgeable/trained volunteers will perform maintenance that requires specialized tools, equipment, or knowledge on an “as needed” basis. The representative of the curatorial support services provider, in consultation with the PAB will use the condition report and/or site visits to determine need.
6. *Emergency Maintenance or Repair.* Paid professionals/craftspeople or knowledgeable/trained volunteers will perform emergency maintenance/repair on an “as needed,” timely basis as determined by the representative of the curatorial support services provider in consultation with the PAB.
7. *Construction, Remodeling, Painting & Repair.* Whenever construction, remodeling, painting or other maintenance projects undertaken by the Town may adversely impact any work of art in the Town collection the PAB is to be notified in advance of the work commencing. A plan to protect and preserve the likely to be impacted works of art is to be developed, in conjunction with the representative of the curatorial support services provider, and approved by the PAB prior to work commencing.

iv. Implementation

1. *Maintenance Plan Implementation.* The Department of Public Works staff, Parks Division staff and the representative of the curatorial support services provider will monitor the AIPP maintenance plan and will report to the PAB annually, or more often if needed, on the status of art work maintenance. The Department of Public Works staff and the representative of the curatorial support services provider will monitor and report to the PAB on quality control, evaluation and corrective maintenance actions carried out under the approved plan.
2. *Funding.* Funding for maintenance will be established through a budget developed annually by the Department of Public Works and Parks Division staff and presented to the PAB in November. Funds for maintenance may come from the AIPP reserve account or be a line item in the appropriate Town department's annual operating budget. Maintenance funding of works of art in the permanent Town collection will take precedent over new art purchases.
3. *Contract Services.* Contracts with paid professionals/craftspeople will follow established Town guidelines and will be handled through the appropriate Town department.
4. *Quality Control.* The PAB believes in regulating the quality of maintenance to an established standard. Therefore the PAB will work over time to collect and assimilate maintenance data pertinent to the various types of works of art in the Town's collection (e.g. Lacquer vs. waxing, annual vs. biannual maintenance, professional vs. trained volunteer, etc.) The PAB, the representative of the curatorial support services provider, and Public Works Department staff will use this data to develop specific quality standards and devise ways to measure if the standards are met. Once established, the standards will be used to collect relevant data, analyze that data, and create corrective action plans as needed. The Public Works Department staff will identify specific areas of comparison (e.g. using multiple contractors and comparing the results of their work) and documenting specific maintenance challenges and failures (and their solutions).
5. *Policy Review.* Annually, in November, PAB members, and/or the Director of Public Works will recommend changes to the AIPP Maintenance guidelines to the PAB.
6. *Attachments.* Samples of forms to be used to implement the AIPP program are to be found in the *Appendix* section of these guidelines and may be modified by the PAB as needed during the annual guidelines review process.

p. PLACEMENT OF WORKS OF ART IN THE PUBLIC RIGHT OF WAY (ROW)

i. Goal

The goal of this policy is to develop a framework for the consideration of works of art that will enhance the community and the travel corridor of the ROW. The guidelines do not rule out any particular application, as every installation should be weighed in relation to the location, the factors noted below, as well as the other impact values.

Leadership for consideration of all projects and installations rests primarily with the Town of Estes Park PAB. Staff liaison support is provided through the Public Works Department and in cases that impact the ROW, Public Works will guide the process of securing collaborative support from other Town departments as well as from other governmental agencies (i.e. CDOT, etc.).

Public Works can and will provide support, professional expertise, and advisement as needed for installations selected by the PAB. Primary contact will be through the Public Works Director and any staff member who will be supporting the project(s). In installations that involve CDOT ROW, Public Works will develop a plan to address the separate contracts, review, and inspection requirements necessary with these projects; this may include cost considerations for project management if the size of the installation is large.

The Town of Estes Park utilizes the Manual of Uniform Traffic Control Devices (MUTCD) when determining uses, signage, visual sightline requirements, and other issues that impact the ROW. The MUTCD is nationally accepted as the primary standard for these requirements.

ii. Installations Adjoining The ROW

When considering installations along the ROW the following factors shall be considered by Public Works in making a determination about a particular installation.

1. ADA requirements.
 - a. For example: does the installation impact the egress of handicapped individuals?
2. Impact on flow of pedestrians, bicycles, or traffic.
 - a. For example: does the installation cause undue interruption of the flow of individuals on a sidewalk or cross walk?
3. Safety Impacts.
4. Maintenance requirements/modifications that may be created by the installation.

iii. Installations Within The ROW

When considering installations in the ROW the following factors must be considered and resolved collaboratively with all stakeholders, with Public Works making a final determination about a particular installation.

1. ADA requirements.
2. Impact on flow of pedestrians, bicycles, or traffic.
3. Maintenance requirements that may be created by the installation.
4. Safety impacts.
 - a. Does the installation cause undue distraction for drivers, so that vehicles are more likely to cause accidents from slowing or disorientation?
 - b. Does the installation cause a blockage of sightlines such that safety for drivers, pedestrians, or cyclists is compromised?
 - i. These sightlines will be different in each installation so size may be a factor at certain locations. For example in an installation at a traditional intersection location close to the sightlines at the corners may create a significant hazard; or within roundabout installations that create blind spots for drivers related to pedestrians will create a significant hazard.
 - ii. Height of installations is not generally an issue except when a foundation structure is required that may limit visibility for pedestrians in wheelchairs or may cause drivers to “rubber neck” for better viewing.
 - c. When installations are within the ROW project planners must be sensitive to works of art that may draw pedestrians into the traffic flow for viewing. In roundabout situations this is a critical factor as these traffic designs are developed to keep speeds relatively high and do not have clear locations for drivers to stop, generally roundabout islands are not designed in such a manner as to accommodate pedestrian traffic. If a work of art is designed into a roundabout prior to construction it may be possible to create and place design elements that can accommodate these issues. It is also recommended that placement of recognition for works of art (artist signatures, plaques describing the work of art, etc.) are placed outside of the roundabouts flow of traffic versus on the island itself.

Approved:

Frank Lancaster, Town Administrator

Date

APPENDIX 1 - FORMS

a. Contract for Commission of Artwork

CONTRACT FOR COMMISSION OF ARTWORK ESTES PARK, COLORADO

This Agreement is entered into this (day, month, year) by and between the Town of Estes Park, Colorado (herein after called "the Town") and (artist's full name) (hereinafter called "the Artist").

Recitals

In conjunction with (project name), the Town has allocated funding from the Art In Public Places program reserve fund in the amount of \$_____ to acquire artwork which will be created and installed in (location). This agreement is for artwork to be installed (location description). The Artist was selected through a competitive process by the Parks Advisory Board.

Based on these foregoing recitals and the terms and conditions set forth herein, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. SCOPE OF SERVICES

1.1 Artist's Responsibility

- A. The Artist shall perform all services and be responsible for all expenses, materials, supplies, and equipment necessary to design, fabricate, deliver, and install Artwork consisting of _____ (description of the artwork)_____.
- B. The Artist's services shall be performed in a professional, timely, and workmanlike manner and in strict compliance with all terms and conditions in this Agreement. The Artist is responsible for all costs, expenses, and fees associated with the design, engineering, fabrication, installation, lighting, site visits, and insurance of the Artwork.
- C. The Artist shall coordinate the installation of the Artwork with the Town. The Artist agrees to repair and/or replace any damage caused by the Artwork installation at his expense, whether caused by the Artist or by anyone the Artist engages to assist him, to the satisfaction of the Town's designated representative ("Town Representative"), as set forth in this Agreement. The person designated as "Town Representative" is the Chairperson of the Parks Advisory Board.

- D. The Artist is an independent contractor and not an agent or employee of the Town.
- E. The Artist shall secure any necessary engineering work and is responsible for all site preparation.
- F. The Artist will provide the concrete foundation on which the sculpture will sit.
- G. In performance of the work described herein, the Artist shall comply with all applicable federal, State and Town laws, rules, and regulations, including but not limited to, applicable copyright, building and life, health and safety codes.
- H. The Artist shall indemnify and hold the Town harmless from any damage or injury claims made by a third party(ies) arising during the installation process and caused, or claimed to be caused by such process, including harm to himself, to others including the public, or to the Artwork.
- I. The Artist shall provide the Town with written instructions for the maintenance, care, and up keep of the Artwork, with a description of all materials used, and a Certificate of Authenticity for the Artwork.
- J. The Artist is solely responsible for the compensation and for the work of every contractor and other person he engages to assist him in discharging the duties under this Agreement. The Artist agrees to engage no person without providing adequate worker's compensation insurance, in amounts required by Colorado law.
- K. The Artist shall secure and provide insurance for the on-site installation period in amounts and limits specified in this section. The Artist shall provide the Town Risk Manager with a certificate of liability insurance which addresses the period of on-site installation, and includes the following:
 - (1) The policy must be an occurrence form; the coverage amount shall be \$1,000,000 for products/completed operations hazard(s); the Comprehensive General Liability insurance shall have combined single limits of \$1,000,000 per occurrence; and the policy shall not be cancelled, terminated nor not renewed without first giving 30 days advance written notice to the Town Risk Manager;
 - (2) Neither this Agreement nor an insurance policy issued as required by this Agreement shall be understood to waive or diminish the effect of the Colorado Governmental Immunity Act protections enjoyed by the Town.

1.2 Town's Responsibility

- A. The Town will provide the Artist access to the site for installation of the Artwork.

- B. The Town will provide payment to the Artist in a timely fashion as outlines in the Payment Schedule in Article 6 of the Agreement.
- C. The Town will secure any and all required licenses, permits, and similar legal authorizations, at no expense to the Artist, as may be necessary for the installation.
- D. The Town will designate a representative (see Article 1, Section 1.1 C above) with whom the Artist should communicate and coordinate when necessary, and the Town Representative has the authority to make decisions for the Town with regard to the matters described herein, including, but not limited to inspection of any work in progress at the Artist's studio or fabrication location, determining substantial and final completion of the Artwork, approving payments to the Artist, approving and coordinating installation.
- E. The Town will provide, at no charge to Artist, a plaque on or near the Artwork identifying the Artist and Title of the Artwork.

ARTICLE 2. DESIGN CHANGES

- A. Final Design Proposal – Following execution of this contract, the Artist will, in consultation with Town staff when necessary, develop his original proposal into a Final Design Proposal which includes: 1.) A working drawing or rendition of the proposed Artwork and the site, and a description of the materials to be used in the artwork; and 2.) Cost estimates for the design, fabrication, engineering, transportation, installation, and insurance. The Parks Advisory Board, or a committee thereof, shall review and approve the final design prior to execution.
- B. Any significant change to the design of the Artwork, as approved pursuant to Article 2, Section 2.1 above, must be approved in writing by the Town. The Artist shall provide proposed changes in writing or graphic communication to the Town for review and approval. A significant change is considered to be any alteration which materially affects the approved design or installation. Minor changes do not require written approval.

ARTICLE 3. COMPLETION DATE

The Artist agrees to complete, deliver, and install the Artwork no later than (month, day, year).

Liquidated Damages: If the Artist fails to complete the on-site installation of the Artwork by (month, day, year), a late fee of \$100 per day will be levied, beginning on (month, day, year), and continuing at \$100 per day for every day until the day the Artwork is successfully installed. This late fee will be deducted from the final payment due to the Artist. This late fee shall not apply to delays caused by the Town or acts of God.

ARTICLE 4. ACCEPTANCE OF THE ARTWORK

The Artwork will be deemed to be accepted by the Town after the following requirements have been satisfied:

1. The Artwork is completed, delivered, and installed in accordance with this Agreement and the approved design, and the Town has verified this; and
2. The Artist has delivered to the Parks Advisory Board the following:
 - a. An executed bill of sale;
 - b. Written maintenance and care instructions; and
 - c. An original signed Certificate of Authenticity.

ARTICLE 5. PAYMENT SCHEDULE

The Town shall pay the Artist a fixed fee of \$_____ that will constitute full and complete compensation for all services performed, materials furnished, and for the artistic value provided by the Artist under this Agreement. If the Artist is in compliance with the terms of this Agreement, then the Town will pay the Artist as follows:

- A. First payment of \$ (30% of the total cost of the Artwork) shall be made when this Agreement is signed by both parties, recognizing that the Artist will invest time and incur expenses in preparing the designs and purchasing materials as set forth in Article 1, Section 1.1(A). No invoice from the Artist is required.
- B. Second payment of \$ (30% of the total cost) shall be made to the Artist when the Artwork is 50% completed and reasonable proof of this, such as digital photographs, has been provided. The Artist will provide a written invoice for this payment.
- C. Third payment of \$ (30% of the total cost) when the sculpture is completed (but prior to transport) and reasonable proof of this has been provided. The Artist will provide a written invoice for this payment and digital photographs.
- D. Fourth and final payment of \$ (10% of the total cost) following installation and acceptance of the Artwork by the Town, as described in Article 4.

The Town agrees to mail each payment described above within two (2) weeks of receiving an invoice from the Artist.

ARTICLE 6. WARRANTY

- A. The Artist represents and warrants that the design of the Artwork is unique and solely the result of the creative efforts of the Artist, and is wholly original with the Artist and does not infringe upon or violate the rights of any third party.

- B. The Artist warrants that the Artwork is and shall remain free and clear of all liens, including mechanics liens and encumbrances of the Artist.
- C. The Artist shall not duplicate or offer the same or materially similar Artwork for sale elsewhere within a 200 mile radius of Estes Park.
- D. The Artist warrants that all work is performed in accordance with professional “workmanlike” standards, and fully guarantees the Artwork to be free from defective materials, products, and workmanship, for one year following the date of the Town’s final acceptance of the Artwork, as described above. During this period the Artist agrees to make necessary repairs to the Artwork, in a manner satisfactory to the Town, of any defect which is the result of faulty workmanship or materials. If within one year following the date of final acceptance, the Artist is unable or unwilling to make any necessary repairs, the Artist is responsible for reimbursing the Town for damages, expenses, or loss incurred by the Town as a result of having to complete such repairs. The Artist is not responsible for damage to the Artwork caused by vandalism, acts of God, Town employees or contractors.

ARTICLE 7. COPYRIGHT

- A. The Artist expressly reserves the rights under common law or under the federal Copyright Act to control the making and dissemination of copies and reproductions of the Work that the court(s) in the venue of this Agreement afford to him, except as specified in Article 6 Section C. The Artist specifically agrees that the Town, and its commissions, agents, divisions, employees and officials may, without further approval from or compensation to the Artist, reproduce the Artwork graphically, in photographs, drawings, or computer generated images for any Town business, including advertising, promotions, visitor and convention activities, and economic development activities. The Town agrees that whenever appropriate such graphic reproductions of the Artwork will include the Artist’s name, in such a manner and location as will comply with U. S. copyright law.
- B. The Town acknowledges the existence of a 1990 federal law regarding Artist’s rights which limits the Town’s unilateral ability to modify the Artwork without advance notice to the Artist; however, the Artist agrees that the Artwork, and all components and elements thereof, are the property of the Town. The Artist agrees that after the warranty period described in 7.D. expires, the Town has the right to unilaterally, without Artist’s knowledge or consent, repair, remove, relocate, replace, sell, or store the Artwork. While it is the Town’s intent to permanently retain and maintain the Artwork as described herein, over time future citizens and Town Boards may determine that the Town should remove it or otherwise dispose of the Artwork, and the Town reserves that right. If the Town alters, modifies, or changes the Artwork, it will not thereafter represent the altered work as that of the Artist without his consent.

- C. The Artist agrees to indemnify and hold the Town harmless from any and all liability arising out of the Artist's violation or claim of violation by any person of any copyright or trademark infringement whether or not such claim(s) or suit(s) is(are) frivolous.

ARTICLE 8. INDEMNIFICATION

The Artist will indemnify and hold the Town harmless from all loss and liability (including attorney's fees, court costs, and all other litigation expenses) for any infringement of the patent rights, copyright, trademark, and all intellectual property claims of any person or persons in consequence of the Town's acceptance of the Artists work or the use by the Town, or any of its officers or agents, of articles or services supplied in the performance of the Agreement, whether or not such claim (s) is (are) frivolous.

ARTICLE 9. DEATH OR INCAPACITY

If the Artist becomes unable to complete the terms of this Agreement due to death or incapacitation, such death or incapacitation will not be considered a default of this Agreement on the part of the Artist; however, upon the happening of death or incapacity of the Artist, the Town is not obligated to proceed with this Agreement.

In the event of incapacity, the Artist may assign the Artist's obligations and services under this Agreement to another artist of his choosing, but only with written approval of the Town. Alternatively, the Town may terminate this Agreement.

In the event of the death of the Artist, this Agreement shall terminate. The Artist's executor shall deliver the Artwork, in whatever form and degree of completion it may be at the time, to the Town, along with all materials and supplies purchased for the Artwork's fabrication, if not yet completed. The Town has the right to have the Artwork completed, fabricated, delivered, and installed by another artist or fabricator of their choosing; however, the Artist's heirs shall retain the copyright to the Artwork and all rights under Article 8.

ARTICLE 10. TERMINATION OF AGREEMENT

The Town may terminate this Agreement if the Artist fails without cause to complete, deliver, and install the Artwork as stipulated in this Agreement. The exercise of a right to termination under this section shall be in writing and set forth the grounds for termination. If this Agreement is terminated under this section, the Artist is entitled to retain the 10% fee paid to him when the Agreement was executed, but shall return to the Town all other compensation paid to him under the terms of this Agreement within 30 days of the date of termination. If the Artist fails to return said Town funds, the Town shall have the right to take possession of the Artwork, in whatever form and degree of completion it may be at the time, and all materials and supplies purchased and obtained by the Artist for the Artwork, and the Town has the right to have the Artwork completed,

fabricated, delivered, and installed by another artist or fabricator of their choosing. However, the Artist shall retain the copyright to the Artwork and all rights under Article 7.

ARTICLE 11. WRITTEN NOTICE

The parties agree that any notice required by this Agreement shall be given as follows, including notice of a change of address or change in the Town Representative:

Town:

Artist:

ARTICLE 12. ENTIRE AGREEMENT

The terms and provisions of this Agreement, including attachments and any amendments, represent the entire understanding of the parties with respect to the subject matter of this contract. No representations or warranties are made by the Artist or the Town except as herein set forth. The terms of this Agreement may only be altered or modified in writing and signed by both parties.

ARTICLE 13. LAW AND VENUE

The laws of the Town of Estes Park, Larimer County, Colorado, shall govern this Agreement. Any action arising out of or under this Agreement shall be brought in Larimer County, Colorado.

Signed:

Date Signed: _____

Date Signed: _____

b. Artwork Donation Form

TOWN OF ESTES PARK PARKS ADVISORY BOARD
ARTWORK DONATION FORM

Thank you for your interest in donating a work of art to the Town of Estes Park. Art in public places is a vital component to the beauty and quality of life in our community. Please complete the information below to facilitate a thorough review of the proposed donation. In order to assure the highest standards, aesthetic consistency, and proper maintenance, the decision to accept the donation rests with the Parks Advisory Board, and the PAB reserves the right to move or remove the piece from the permanent collection if that becomes necessary in the future. Please attach a photograph or detailed drawing of the sculpture to this form, plus documentation authenticating the purchase price or appraised value.

GENERAL INFORMATION

Donor name (Individual/Organization/Business):

Contact person (If different from above)

Mailing Address:

Phone number & e-mail address:

INFORMATION ABOUT THE ARTWORK

Title of the artwork:

Name of the artist:

Mailing address of artist:

Media or materials used in artwork:

Year completed:

Purchase price:

Current value:

Dimensions:

Weight:

Long-term maintenance required:

Does donation include site preparation, installation costs, concrete pad or pedestal (if necessary, or does it include monies for these items? Please describe:

The undersigned is the owner of the artwork, free of all liens and encumbrances, and has the right to make this agreement.

The undersigned hereby agrees to donate the above described art work, with the following additional conditions (if any):

Donor Signature & Date: (Please print name after signature)

Return to:
Town of Estes Park
Attn: Parks Advisory Board
170 MacGregor Ave.
P.O. Box 1200
Estes Park, CO 80517

Questions: Jen Imber (970)-577-3857 or jimber@estes.org

c. Artwork Loan Agreement

TOWN OF ESTES PARK PARKS ADVISORY BOARD
ARTWORK LOAN AGREEMENT

Please return to:
Town of Estes Park
Parks Advisory Board
170 MacGregor Ave.
P.O. Box 1200
Estes Park, CO 80517

Artist name:

Mailing Address:

Phone number & e-mail address:

Description of Artwork

Artwork #1 - Title:

Medium: _____

Price or Estimated Value: \$ _____

Dimensions (h-w-d): _____

Weight: lbs. _____

Artwork #2 - Title:

Medium: _____

Price or Estimated Value: \$ _____

Dimensions (h-w-d): _____

Weight: lbs. _____

Artwork #3 - Title:

Medium: _____

Price or Estimated Value: \$ _____

Dimensions (h-w-d): _____

Weight: lbs. _____

I give the Town permission to photograph my art for temporary display on the Town's website: Yes ___ No ___

Will hanging art require special installation or equipment other than regular wall hooks? Yes ___ No ___

Dates of exhibit are:

The artist understands and agrees to the terms and conditions contained in the Art In Public Places Guidelines for Temporary Public Works of Art. Exhibits attached to or printed on the opposite side of this agreement. The artist understands that any insurance payment that might be made will be based upon an appraised value rather than a declared value. The artist also understands that the Town's financial liability is limited to not more than \$3,000 per piece of art, in the event of total loss or theft of the artwork. This constitutes the entire agreement between the parties.

Artist's Signature & Date (Please print name after signature)

----- FOR PARKS ADVISORY BOARD USE ONLY -----

Document and Procedures: Location:

___ Signed Agreement ___ Town Hall

___ Other Location _____

___ Photograph of each piece for insurance (PAB)

___ Insurance information to Risk Management

d. Request for Proposals

TOWN OF ESTES PARK ART IN PUBLIC PLACES PROGRAM
REQUEST FOR PROPOSALS

(_____ project description_____)

ARTIST'S RENDERING OF PROJECT

Site Description

Scope and Project Description

The Town of Estes Park Art In Public Places program enriches our community through public exposure to the arts. The AIPP program weaves public art into the everyday experience of our community and creates lasting impressions on those who experience it. It enhances our public spaces, compliments our award winning seasonal floral displays, and makes Estes Park a visitor destination, not only for its natural beauty, but also for its vibrant arts scene.

This public art project will be commissioned for (location description). The Town of Estes Park Parks Advisory Board will utilize (outside funding source if any) and the AIPP Reserve Fund to (project description). The artwork will serve as (purpose description). The scale of the art should be set according to the scale of the site.

The artist will be required to carry general liability insurance in the amount of \$ (amount).

Eligibility

The project is open to any professional artist with demonstrated experience in creating signature artwork.

Selection Process

From this Call, an Artist may be selected directly from the initial applications or the artwork selection panel may elect to interview a limited number of finalists from among the initial applications based upon their conceptual drawings.

- If multiple semi-finalists are selected, each semi-finalist will present a scaled maquette (sculpture pieces), or scale rendering (non-sculpture pieces), for the panel's review. Semi-finalists may be required to develop more specific preliminary proposals prior to final selections. If so, a stipend will be paid.
- A detailed budget will be required of artists selected as semi-finalists. The detailed budget must include all expenditures in connection with the execution of the project. (Prior to submitting a proposal, it is recommended that artists prepare such a budget to ensure the project can be executed as presented.)
- One artist will ultimately be selected to develop their design, fabricate and install the artwork.
- Artwork Selection Panel: Members of the Town of Estes Park Parks Advisory Board, one Public Works representative, one representative of (outside funding source), one representative of the Curatorial Support Services Provider, and three Estes Park citizens will serve as jurors for the project.
- Town staff will oversee operations and administer the decisions of the jury panel.

Submission Requirements

All applications must be submitted through the Town website to jimber@estes.org and must include:

- a preliminary statement of approach for the project which communicates scope and scale
- previous accomplishment(s) with public art pieces of similar appropriate scale as shown in five-ten images of artwork completed within the past five years.
- the Artist's conceptual image for the site, which must communicate the scope and scale of the submitted project: Maximum number of conceptual images: 3
- 3 professional references

Selection Criteria

The primary criteria for selection:

- Scope of Proposal: Does the proposal show an understanding of the project objective, appropriate scale and desired results? Does the artwork represent history/spirit of the Town?
- Assigned Personnel: Do the person(s) working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project?
- Availability: Can the work be completed in the contracted time and on-budget?

Timeline

All applications must be submitted through the Town website by (month, day, year). Final completion date will be determined jointly by the Artist and the Parks Advisory Board; however, the project must be started shortly after the contract has been awarded.

Budget

A maximum of \$ (amount) has been allocated for the artwork to include all design, fabrication, insurance, installation, travel, contingency and incidental costs. The Town

of Estes Park reserves the right to withdraw from the project prior to such time as a contract is formally entered into with the Artist. Contract provisions will apply subsequent to the agreement to such by both parties.

Submission and Contact Information

Jen Imber, Administrative Assistant
Public Works Department
170 MacGregor Ave.
P.O. Box 1200
Estes Park, CO 80517
(970) 577-3587
jimber@estes.org

e. Curatorial Support Services Provider Agreement

TOWN OF ESTES PARK, PARKS ADVISORY BOARD
CURATORIAL SUPPORT SERVICES PROVIDER AGREEMENT

Please return to:
Town of Estes Park
Parks Advisory Board
170 MacGregor Ave.
P.O. Box 1200
Estes Park, CO 80517

Name of Organization:

Mailing Address:

Contact Person:

Phone number & e-mail address:

Description of Services

The curatorial support services provider shall maintain a detailed record of all art in public places in the Town of Estes Park Collection to include but not limited to:

1. Accession Number
2. Title of The Art Work
3. Name and Contact Information For The Artist
4. Name and Contact Information For Donor of Art Work (if donated)
5. Cost of Art Work
6. Date of Installation of Art Work
7. Photographs of Art Works (from multiple angles for three dimensional pieces)
8. Photographs of Plaques Associated With Art Work
9. GPS Coordinates For Location of Art Work
10. Design Renderings
11. Site Drawings/Photographs (including landscaping elements)
12. Names and Contact Information For Architects Where Applicable
13. Maintenance Requirements, Schedules and Documentation

14. List and Contact Information for Qualified Maintenance Providers
15. Any Other Record Requested By The Parks Advisory Board

The Curatorial Support Services Provider shall be reimbursed for actual expenses incurred as expenses of curatorial support subject to annual budgetary limits approved by the Town Board of Trustees.

The Curatorial Support Services Provider shall serve as an ex-officio and non-voting member of the Parks Advisory Board. They shall perform such duties as defined above and as set forth in the *Art In Public Places* Guidelines.

Curatorial Support Services Provider's Signature & Date
(Please print name after signature)